

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

1 Pages

AGREEMENT NUMBER

AMENDMENT NUMBER

**IWTS RFP DGS
3037****6**

REGISTRATION NUMBER

176008058998.6

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA TECHNOLOGY AGENCY

CONTRACTOR'S NAME

GLOBAL TEL* LINK CORPORATION

2. The term of this

Agreement is **February 1, 2005** through **January 31, 2013**

3. The maximum amount of this
- \$N/A, Concession**

Agreement after this amendment is:

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amendment #6, effective upon signature of both parties makes the following change(s):

- Changes State Agency name from Office of the State Chief Information Officer (OCIO) to the California Technology Agency (Technology Agency); and
- Strike language from Section 535, Terms of Relationship and Disentanglement regarding the State or New Contractor having the ability to hire current Contractor employees per the attached document.

TECHNOLOGY AGENCY INFO ONLY 10-127656

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Global Tel* Link Corporation

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/17/11

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeffrey B. Haidinger, President, Services

ADDRESS

12021 Sunset Hills Road, Suite 100, Reston, VA 20191**STATE OF CALIFORNIA**

AGENCY NAME

CALIFORNIA TECHNOLOGY AGENCY

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/29/2011

PRINTED NAME AND TITLE OF PERSON SIGNING

S. RUSSELL, Manager, IT Procurement and Contract Services Branch

ADDRESS

P.O. Box 1810, Rancho Cordova, CA 95741-1810CALIFORNIA
Department of General Services
Use Only**GENERAL SERVICES
LEGAL SERVICES**DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION**APPROVED**

DATE

☐ Exempt per:

- o Client Telephone Number
- o
- o Indicate the period of time over which your organization will commit to keep your key personnel in place in their position(s), rather than reassigning them to other client's projects.

5.35 Terms of Relationship and Disentanglement

The State expects to establish a long-term relationship with the Bidder in order to permit costs and fees to be distributed properly over a sufficient time period. The term of that relationship, however, shall necessarily be subject to budget appropriations and technology refresh cycles and must be flexible such that it can be extended or terminated, wholly or in part, at the State's option. SECTION 1, 1.4 – Term of the Master Contract of this RFP addresses the term of this contract.

The State requires full, complete, and timely cooperation in disentangling the relationship in the event that the Contract expires or terminates. In the event of expiration or termination, the State expects that the Contractor shall, among other things: ~~permit the State or the new service provider to offer employment to a limited number of key Contractor's employees involved in providing in-scope services directly and solely to the State; waive any contractual agreements made with such employees, to the extent practicable and not prohibited by law; not interfere with the State's or the Contractor's hiring of these employees;~~ return all state data and documentation to the State; and negotiate in good faith to allow the State or the new Contractor to purchase systems, infrastructure, or non-proprietary processes that have been employed in directly and solely servicing the State, in accordance with methods and procedures to be agreed upon and established in the Contract.

Describe your organization's approach to ensuring an orderly transition phase-out of licenses and leases upon disentanglement. Is your organization able to obtain advance consents from its licensors and lessors to the transfer of licenses and leases to the State or the State's new service provider upon disentanglement of the State's relationship with your organization? Explain.

In the event of the expiration or termination of the relationship between the State and your organization, please describe how your organization will:

- o Cooperate with the State and the new service provider and otherwise take all reasonable steps to assist the State in effecting a smooth disentanglement upon the expiration or termination of the Contract.
- o Not interrupt the provision of services to the State or any obligations related to disentanglement, disable any hardware used to provide services, or perform any other action that prevents, slows down, or reduces in any way the provision of services or the State's ability to conduct its activities. Describe your organization's general approach to the disentanglement process.